

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Gary Richard Grimm	<u>Debtor</u>	CHAPTER 13
M&T Bank	<u>Secured Creditor</u>	
vs.		NO. 17-10625 MDC
Gary Richard Grimm	<u>Debtor</u>	
William C. Miller, Esq.	<u>Trustee</u>	11 U.S.C. Section 362

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

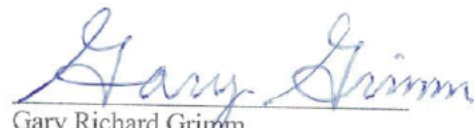
1. M&T Bank and Debtor have entered into a loan modification on or about September 1, 2020 with regards to M&T Bank's mortgage against the Property located at 646 Forge Springs Way F/K/A 404 Ross Road F/K/A 609 Valley Forge Road, King of Prussia, PA 19406 ("the Property").
2. This loan modification has resolved all prepetition arrears and has brought the loan current through March 1, 2021.
3. A foreclosure action in the Court of Common Pleas of Montgomery County is currently pending under docket 2013-14525.
4. An order granting M&T Bank summary judgment within the foreclosure had been entered on or about May 5, 2017.
5. Debtor appealed that Order, and there is currently an appellate action pending in the Superior Court of Pennsylvania, 1753 EDA 2017.
6. Both state court actions have been placed on hold due to the instant bankruptcy and the automatic stay.
7. As the current loan modification has resolved the default, M&T Bank now seeks to:
 - a. Vacate the Summary Judgment Order;

- b. Reinstate the Mortgage as a continuing lien on the Property consistent with the loan modification agreement and underlying loan documents;
 - c. Discontinue and end the state foreclosure action without prejudice; and
 - d. Discontinue the appellate action as moot in light of the modification.
8. M&T Bank and Debtor hereby agree that M&T Bank may take all steps necessary, including any filings within the state courts, to effect the above mentioned actions.
9. M&T Bank and Debtor agree that none of these actions will be in violation of the automatic bankruptcy state.
10. The automatic stay will otherwise remain in place as to M&T Bank's loan.
11. M&T Bank agrees to not take any other actions beyond those listed, including any collection activity, while the automatic stay remains in place.
12. The parties agree that a facsimile signature shall be considered an original signature.


Date: 12/3/2020

By: /s/Rebecca A. Solarz, Esq.
Rebecca A. Solarz, Esquire
Attorney for Secured Creditor

Date: 12/2/20


Gary Richard Grimm
Debtor, PRO SE

Approved by the Court this 15th day of December, 2020. However, the court retains discretion regarding entry of any further order.


MAGDELINE D. COLEMAN
CHIEF U.S. BANKRUPTCY JUDGE